See 1 REMINGTON, BANKRUPTCY, 2 ed., § 44; 1 LOVELAND, BANKRUPTCY, 4 ed., § 157. This would also be true of a voluntary petition in bankruptcy. See 1 LOVELAND, BANKRUPTCY, 4 ed., § 158. *Cf. Bell* v. *Blessing*, 225 Fed. 750 (9th Circ.). As the charter provision in the principal case is evidently intended to limit the directors only when their act might be adverse to the interests of the stockholders, it should be construed as permitting them to make an assignment for the benefit of creditors when the corporation is insolvent. So the decision seems correct. See *Fitts* v. *Custer Slide Mining Co.*, 266 Fed. 864 (8th Circ.).

CORPORATIONS — DISTINCTION BETWEEN CORPORATION AND ITS MEMBERS — DISREGARDING THE CORPORATE FICTION WHERE NO ILLEGALITY IS INVOLVED. — The B corporation owed the A corporation upon a contract. X, the sole stockholder of the A corporation, was personally indebted to the B corporation, this debt being secured by A corporation stock. At maturity, X failed to pay, and the A corporation directed the B corporation to deduct from its contract debt to A the amount due to B from X. The B corporation refused. On a foreclosure sale it bought in the stock pledged by X as security, and now sues in equity as stockholder of the A corporation. *Held*, that the conduct of the B corporation was so inequitable as to preclude its suing in equity as stockholder. *United States Gypsum Co.* v. *Mackey Wall Plaster Co.*, 199 Pac. 249 (Mont.).

The language of the court is flavored with ready willingness to disregard the corporate fiction. It is intimated that X's obligation is such as might be set off by the B corporation in a contract action by the A corporation. See *Guy* v. *Hudson River Electric Power Co.*, 187 Fed. 12, 15. *Contra*, *Gallagher* v. *Germania Brewing Co.*, 53 Minn. 214, 54 N. W. 1115; *New York Ice Co.* v. *Parker*, 21 How. Pr. (N. Y. Super.) 302. And the refusal of the B corporation to deduct X's individual debt from its indebtedness to the A corporation is thought inequitable because, the A corporation and X being identical, the creditor has harshly chosen to sacrifice his debtor's collateral rather than receive full payment. In this case, as has been noticed in many others, the just result is attainable without violating the corporate conception. See 17 HARV. L. REV. 201; 27 HARV. L. REV. 386; 30 HARV. L. REV. 762; 31 HARV. L. REV. 894. When the corporation sought to have X's individual indebtedness deducted, in effect it directed its debtor to pay in part to X. Payment to the creditor's order is payment to the creditor. Since there was no question of impairing the corporate margin of safety by this transfer of assets to a stockholder, the B corporation could have reduced its indebtedness to the A corporation by doing as directed; and its choice of the harsher alternative was inequitable.

CORPORATIONS — RECEIVERS — JURISDICTION OF EQUITY TO APPOINT A RECEIVER OF A SOLVENT PRIVATE CORPORATION WHERE NO OTHER RELIEF IS SOUGHT. — The plaintiff was a shareholder and director of the defendant corporation. The shareholders were deadlocked and the majority of the board of directors were conducting the business with a view to driving the plaintiff out of it and diverting the assets to their own use. Relief by ordinary means was impossible. The plaintiff brought a bill for a temporary receivership. *Held*, that a receiver be appointed. *Schick* v. *Hood*, 30 Dist. Rep. 584 (Pa.), 78 Leg. Intel. 557.

There is no such thing as a substantive right to a receivership; courts are not agencies for running private enterprises. *Mabon* v. *Ongley Electric Co.*, 156 N. Y. 196, 50 N. E. 805. A receivership is a remedy. See 1 CLARK, RECEIVERS, § 238. It is usually ancillary to other relief sought by the bill. See, *e. g.*, *Aiken* v. *Colorado River Co.*, 72 Fed. 591 (9th Circ.). But there seems to be no reason why it may not be granted as the sole remedy, if the plain-